

§ 2-221

DARLINGTON COUNTY CODE

DIVISION 2. AIRPORT COMMISSION

Sec. 2-221. Created; members.

There is hereby created the county airport commission which shall consist of five members to be appointed by a majority of the county council. The terms of office of the members of the commission shall be for three years, subject to the term limitations provided in this Code section 2-203, and until their successors are appointed and qualified. Members first appointed shall serve staggered terms. The commission shall elect from its membership a chairman and a secretary and shall keep a record of the minutes of its meetings. (Ord. No. 68, 6-5-78; Ord. No. 01-15, § 2, 8-6-01)

Sec. 2-222. Powers and duties.

(a) The airport commission shall have the following duties:

- (1) To hold, manage, further develop and control the county airport and to adopt such rules and regulations for the operation of the airport as the commission shall deem advisable.
- (2) To control itself by the vote of at least two voting in a meeting duly called and held. At all meetings of the commission a majority of its members shall constitute a quorum.
- (3) To adopt bylaws governing its operations, fixing the duties of its officers and their terms of office, and the method of handling its affairs. The bylaws shall not be in conflict with any laws governing the commission.
- (4) To make annual reports to the county council.
- (b) The commission shall have the power to:
 - (1) Expend funds designated by the county council for the maintenance of and repairs to the county airport.
 - (2) Apply for and receive federal grants and state funds for maintenance of and repairs to the county airport.
 - (3) Act in a manner commensurate with those powers given to counties generally by the

Uniform Airports Act. As a condition precedent, each loan, pledge, mortgage, sale, conveyance, assignment and transfer and prospective condemnation shall have the written approval of a majority of the members of the county council endorsed upon the paper evidencing the exercise of the power.

(Ord. No. 68, 6-5-78)

Secs. 2-223—2-245. Reserved.

DIVISION 3. DISABILITIES AND SPECIAL NEEDS BOARD

Sec. 2-246. Statutory authority.

This division is adopted pursuant to the state mandate established by S.C. Code 1976, § 44-20-375.

(Ord. No. 91-16, § 1, 11-4-91)

Sec. 2-247. Created.

There is hereby created the county disabilities and special needs (DSN) board. The DSN board shall be a public nonprofit organization chartered by the state, not an agency of county government. It is the expressed intent of this division to designate as the county disabilities and special needs board the entity heretofore known as the county mental retardation board under certificate of incorporation number 22,495 dated December 12, 1986, as issued by the office of the secretary of state.

(Ord. No. 91-16, § 2, 11-4-91; Ord. No. 94-8, § II, 5-16-94)

Sec. 2-248. Purpose.

It is the purpose of the county disabilities and special needs board to exercise those powers and duties mandated by state law or regulation related to community programs for persons with mental retardation, autism, related disabilities, head injuries or spinal cord injuries and necessary for the orderly conduct of its affairs.

(Ord. No. 91-16, § 3, 11-4-91; Ord. No. 94-8, §§ I, II, 5-16-94)

H

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DARLINGTON) LEASE FOR FIXED BASE OPERATOR
) DARLINGTON COUNTY JETPORT

THIS AGREEMENT, has been made and entered into this 1st day of July, 2002, by and between Darlington County, hereinafter called the "LESSOR" and DOVE AVIATION of Darlington County, the fixed base operator, hereinafter called the "LESSEE" and including responsibilities of the Darlington County Airport (a.k.a. Jetport) Commission, hereinafter called the "COMMISSION."

LESSOR hereby demises and leases to LESSEE and LESSEE hereby hires and rents from LESSOR portions of the County Jetport described upon Exhibit A, hereto attached, located in the County of Darlington, State of South Carolina, hereinafter called the "Site".

This lease is made specifically subject to the following terms and conditions:

1. The term of this Lease is for a period of one (1) year and shall continue year-to-year thereafter, ~~(unless either party gives to the other written notice of non-renewal not less than ninety (90) days prior to the expiration of the initial or any subsequent term.)~~ The initial term shall commence on the date of this document, *as set forth above.*

A. Cancellation With Cause. Either party may cancel this agreement by providing the other with a 90 day written notice of their intent to cancel.

2. In consideration for this Lease and the covenant and agreements hereinafter expresses, it is covenanted and agreed as follows:

A. Beginning July 1, 2002 and on July 1st of each year thereafter, Lessee will pay Lessor One (\$1.00) Dollar per year for use of the site.

Annually, the payment for the use of said premises will be renegotiable between the parties, with an amount to be set commensurate with Lessee's income from said use, it being the desire of the Lessor to encourage the development of the jetport.

B. Lessor will provide a fuel tanker vehicle for mobile aircraft fueling ~~capability for a fee of one hundred dollars (\$100.00) per month to be paid by Lessee monthly.~~ *This vehicle will be maintained in a manner satisfactory to Commission.*

C. Lessee agrees to produce or provide all airport records to the Lessor or its representative, upon request, with seven (7) days notice, for inspection or audit and to provide a schedule of fees charged for the use of airport facilities to Lessor with updates as changes are made. Also, the Lessor shall schedule an annual lease compliance review with the Lessee within thirty (30) days of the anniversary date of said lease. Lessee shall maintain records on landing and take-offs during the operating hours described below (D.2).

D. Airfield lights, pay telephone, operation (terminal) building utilities and reasonable water costs will be borne by Lessor. The Lessee will pay for lights and heat for the county hangar. The buildings, grounds and facilities, herein described and consigned to Lessee by this instrument shall be maintained by Lessee in a clean, neat and orderly manner, as requested by Lessor. The costs of grounds maintenance shall be borne by the Lessee for the portion of the premises designated on Exhibit A.

1. Lessee will utilize said premises for the use and benefit of the public in a

hangar, pay telephone, operation (terminal) building utilities and reasonable water costs will be borne by Lessor. The Lessee will pay for lights and heat for the county hangar. The buildings, grounds and facilities, herein described and consigned to Lessee by this instrument shall be maintained by Lessee in a clean, neat and orderly manner, as requested by Lessor. The costs of grounds maintenance shall be borne by the Lessor for the portion of the premises designated on Exhibit A.

1. Lessee will utilize said premises for the use and benefit of the public in a professional, courteous, and customer-oriented manner. Facilities and services shall be made available to the public without discriminatory, unreasonable charges or fees for services rendered.
 2. Lessee will keep the airport premises and facilities open to the public from 8 a.m. - 7 p.m., 7 days a week, except for the specific closings agreeable to Lessor. These premises shall be used for the maintenance and operation of aircraft and directly related activities only.
- A. In addition - the UNICOM radio will be monitored during all hours the facility is open to the public

A representative will be available 7:00 p.m. Fri - 8:00 A. Mon.

3. Lessee shall keep airport premises clean, neat and will move or have moved, from the premises within a reasonable time, any junked, wrecked or abandoned aircraft or vehicle. COMMISSION retains the right to have the premises cleaned at Lessee expense if not maintained as stated above, at the sole discretion of the COMMISSION.
 4. Fuel Sale Concession -- The Lessor's reservation of rights to execute contract (s) with other flying related business activities shall not apply to fuel sales. This paragraph shall not be constructed to prohibit Sonoco Products Company from operating their existing fuel dispensing facility for the exclusive use of their own aircraft.
 - A. A fuel flow fee of five cents (\$0.05) per gallon shall be paid by Lessee to Lessor on all fuels sold on a monthly basis.
 5. Lessee must obtain prior written approval before making any major changes, alterations or additions to the said premises and will keep all structures in a good state of repair. The operator will maintain the fuel truck and keep it in a good operating condition, except for major repairs which shall be the responsibility of the Lessor, unless caused by the negligence or carelessness of the Lessee.
 6. No monies will be spent or no bills incurred for which the County of Darlington would be responsible without prior written permission from COMMISSION.
 7. Inherent in the responsibility of Lessee is decision making on a day-to-day basis relating to operational matters. In the event of major problems or confrontations affecting the airport, county and/or the public, the Chairman of the COMMISSION will be notified immediately. Lessee shall act as the COMMISSION's Designee for the enforcement of Jetport Standard Rules and Regulations as stipulated therein and directed by the COMMISSION (See Exhibit B).
 - E. All buildings and improvements on the above-described property shall remain the property of the Lessor during and following the term of this Lease. Likewise, Lessee agrees to observe, obey, and be bound by Darlington County Ordinance No. 97-8, regarding Safety and Zoning Ordinance for the Darlington County Jetport. Furthermore all requirements of the Federal Aviation Administration, the South Carolina Aviation Division and other applicable Darlington County Ordinances shall be adhered to. Operation of the airport shall be on a non-discriminating basis as relating to race, color, sex, or national origin.
 - F. Lessee shall have the first option to renew this Lease at its expiration. In the failure to agree to said Lease, Lessor may then, without any liability or responsibility to the Lessee, lease the same to any other party.
 - G. Lessee shall abide by all Rules and Regulations for Fixed Base Operation at the Darlington County Jetport, as adopted by the COMMISSION on April 15, 1998 (See Exhibit B).
3. INSURANCE: The Lessee will, during the term of this lease, procure and maintain the following insurance coverage:
- A. Premises liability insurance of not less than \$200,000

3. INSURANCE: THE LESSEE WILL MAINTAIN THE FOLLOWING AMOUNTS OF INSURANCE
insurance coverage:

- A. Premises liability insurance of not less than \$300,000 dollars to protect the Lessor from claims of any person who may receive personal injury or property damage while on the leased premises.
- B. Hangarkeepers liability endorsement of not less than three hundred thousand dollars.
- C. Products liability and completed operations endorsements of not less than one million dollars.
- D. Aircraft liability of not less than \$300,000 with a minimum coverage of one hundred thousand dollars per single passenger claim.

The insurance amounts required of the Lessee shall be adjusted by the Lessor throughout the term of this Lease, and Lessee hereby agrees to provide such insurance amounts as may be required by the Lessor through the term of this lease, and the insurance amount required by the Lessor shall be reasonable and commensurate with accepted insurance amount requirements at other public use airports. All policies of insurance carried by Lessee shall be procured and maintained with insurance underwriters authorized to do business in the State of South Carolina, and shall contain a provision that written notice of cancellation or of any material changes in said policies by the insurer, shall be delivered to Lessee thirty (30) days in advance of the effective date thereof. All policies of insurance carried by the Lessee shall be issued in the name of the Lessee and the Lessor shall be named as a co-insured. A certificate evidencing the insurance coverage required hereunder shall be delivered to Lessor prior to conducting any business on the airport.

4. **SUB-LEASING:** This Lease shall not be assigned, nor shall any portion of same be sublet, without the expressed written consent of the COMMISSION. Any changes in corporate ownership shall be approved by the Lessor. The paragraph shall not be construed to prohibit normal aviation activities such as the subleasing of hangar and tie-down space by the Lessee.
5. **DEFAULT:** In the event Lessee shall be in default in the payment of the rent due hereunder or otherwise shall breach any of the terms, covenants, or conditions of this Lease, Lessor shall have the right and privilege of terminating this Lease and of declaring the same at an end and of entering and taking possession of all improvements made by Lessee since the beginning of the Lease which shall be forfeited to lessor. Failure to exercise this option shall not constitute a waiver in the event of a subsequent violation. In the event Lessee fails to comply with the terms and conditions hereof, including the payment of rent, the Lessor shall notify Lessee in writing of such violations, and in the event corrective action is not taken to correct the violation within fifteen (15) days, Lessor shall then exercise its rights set forth in this paragraph.
6. **CONCESSIONS:** The Lessor herein grants Lessee the following specific concessions subject to conformity with non-discrimination and fair trade and competition practices as required by local, state, and federal laws and regulations on a non-exclusive basis:
 - A. Fuel sales
 - B. Student instruction
 - C. Use of runways, taxiway and aprons for local passenger flights, crop dusting, charter, ambulance, and similar operations in common with others
 - D. Rental and sale of airplanes and parts
 - E. Right to operate government approved repair shops
 - F. Right to operate refreshment and sandwich vending machines
 - G. Right to engage in rental car business
 - H. Right to sublet hangar space, tie-downs, and open T-Hangars
 - I. Right to engage in Fly-In activities (i.e.) Breakfasts, etc.
 - J. Right to locate one (1) mobile home on airport property *singlewide*
for the use of FBO personnel only or subleased with prior approval of the COMMISSION.
~~to consist of singlewide mobile home.~~

The above concessions, less the fees stated in Paragraph 2A, are considered compensation for airport operations managerial duties.

7. LESSEE agrees not to use the site in any manner to create any nuisance or trespass, for any

7. **LESSEE** agrees not to use the site in any manner to create any nuisance or trespass, for any illegal or immoral purpose, or in violation of any law, zoning regulation, sign ordinance, traffic safety regulation, whether the same by now in effect or hereafter during the term of this Lease and any extension or renewal hereof.
8. **QUIET POSSESSION**: Lessor covenants and warrants that, if Lessee discharges the obligation herein set forth to be performed by the Lessee, the Lessee shall have and enjoy during the term of this Lease the quiet and undisturbed possession of the leased premises, together with all appurtenances thereto and without hindrance from the Lessor.
9. **INDEMNITY**: Lessor shall not be liable to the Lessee nor any other person for any personal injury, loss or damage to any personal property in or upon the leased premises or upon any other

lands of Lessor being used by Lessee for customer parking, and the Lessee hereby assumes all liability for or on account of such injury, loss or damage, and shall save the Lessor harmless therefrom.

10. **WAIVERS:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed a waiver of any breach of any of the provisions of this lease or a consent to any subsequent breach of any of the same or any other provisions.

11. **NONDISCRIMINATION:** The LESSEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The LESSEE will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The LESSEE agrees to post in conspicuous places and available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscriminatory clause. The LESSEE will, in all solicitations or advertisements for employees placed by, or on behalf of the LESSEE state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap. The LESSEE will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement with the OWNER so that such provisions will be binding upon each subcontractor, provided however that the foregoing provisions shall not apply to contracts or subcontracts for commercial supplies or raw materials.

This Lease and Exhibits A & B contain the entire agreement of the parties and no representation or agreement between the parties, oral or written, not embodied herein shall be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above mentioned.

LESSOR'S NOTICE ADDRESS:

1 Public Square, Room 210
Darlington, S.C. 29532

LESSOR: (SEAL)

Phyllis Huffitt
County Administrator

By: James C. Warr
Its: County Council Chairman

LESSEE'S NOTICE ADDRESS:

313 G. Graham Segars Pkwy
Darlington, SC 29540

LESSEE: (SEAL)

Tim Parker
Tim Parker, Dove Aviation

THIS LEASE HAS BEEN EXECUTED IN NON-RECORDABLE FROM AND IT